

A G R E E M E N T

Between

TOWNSHIP OF HAMILTON

COUNTY OF ATLANTIC

And

**THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION
MAINLAND LOCAL #77**

January 1, 2011

Through

December 31, 2013

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AGREEMENT

THIS AGREEMENT, entered into this 19th day of December, 2011, by and between the TOWNSHIP OF HAMILTON, in Atlantic County, a Municipal Corporation of the State (herein referred to as the "Township"), and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, MAINLAND PBA LOCAL #77, (Hamilton Township, Rank & File) (herein referred to as the "PBA" or the "Association"), represents the complete and final understanding of all bargainable issues between the Township and the Association.

ARTICLE I - PURPOSE

THIS AGREEMENT is entered into pursuant to the provisions of Chapter 303, Laws of 1968, as amended by Chapter 123, P.L. 1974 (NJ Rev. Stat. 34:13A-5.1 et. seq.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the Township and its employees; all in order that the public service shall be expedited and effectuated in the best interests of the citizens of the Township of Hamilton.

ARTICLE II - RECOGNITION

- A. The Township hereby recognizes the Association as the sole and exclusive collective negotiating agent and representative for all full-time Police Officers and Sergeants employed by the Township of Hamilton Police Department.
- B. The title "Police Officer" or "Employee" shall be defined to include the plural as well as the singular and to include males as well as females, uniformed members and non-uniformed members assigned to plain clothes.

ARTICLE III – MANAGEMENT RIGHTS

A. The Township of Hamilton hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, prior to signing this Agreement, by the laws and Constitution of the State of New Jersey and the United States, including but without limiting the generality of the foregoing, the following rights, subject to the requirements of NJSA 34:13A-1 et. seq.

1. The executive management and administrative control of the Township government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to use improved methods and equipment, to decide the number of employees needed for any particular time and in sole charge of the quality and quantity of work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advanced notice thereof to the employees to require compliance by the employees is recognized.
4. To hire all employees, to promote, transfer, assign or retain employees in positions with the Township.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law, and subject to the grievance procedure.
6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.
7. The Township reserves the right with regard to all other conditions of

employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.

ARTICLE IV – NON-DISCRIMINATION

- A. The Township and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, disability or political affiliation.
- B. The Township and the Association agree that all police officers covered under this agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from such activity. There shall be no discrimination by the Township or Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE V – GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.
- C. 1. With regard to employees, the term “grievance” as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.
- 2. With respect to employee grievances, no grievance may proceed beyond Step 1 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulations, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 1 herein.
- C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

STEP 1: The aggrieved or the Association shall institute action under the provisions hereof within fifteen (15) business days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Township, with the assistance of the Steward, in an informal manner through the chain of command. The aggrieved employee and the

Steward shall start the grievance as high up in the chain of command as deemed necessary to resolve the grievance within the department. Failure to act within said fifteen (15) business days shall be deemed to constitute an abandonment of the grievance.

STEP 2: If no agreement can be reached orally within five (5) calendar days of the initial discussion, the employee or the Association may present the grievance in writing within fifteen (15) calendar days thereafter to the Chief of Police, or designee. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated and the remedy requested by the grievant. The Chief of Police or his designee will acknowledge receipt of the grievance, by signing and dating the grievance, and answer the grievance in writing within ten (10) calendar days of the receipt of the written grievance.

STEP 3: If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Township Administrator within ten (10) calendar days thereafter. The submission at this step shall contain all the documentation submitted at previous steps, including the Township's responses to the grievance at each step. The Township Administrator shall acknowledge receipt of the grievance by signing and dating the grievance, and respond to the grievance in writing within fifteen (15) calendar days of its submission. (In the event the Township Administrator cannot respond to a grievance, due to leave or the position being vacant, Step 3 will be bypassed.)

STEP 4: If the grievance is not settled through Steps 1, 2, or 3, either party shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission within thirty (30) calendar days of the receipt of the response from the Township Administrator or his designee. The costs for the services of the arbitrator shall be borne equally by the

Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

- D. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to them in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
- E. Upon prior notice to and authorization of the Chief of Police, the designated Association representatives shall be permitted as members of the grievance committee to confer with the employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Township of Hamilton Police Department or require the recall of off-duty employees.
- F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to be denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.
- G. The Township and the Association agree that all disciplinary matters are grievable and arbitrable.

ARTICLE VI – STRIKES

- A. Both parties recognize the desirability of the continuous and uninterrupted operations of the Police Department and the avoidance of dispute which threatens to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting in its behalf cause, authorize, support, nor will any of its members take part in, any strike (i.e., concerted failure to report for duty, or willful absence from their position, stoppage of work or abstinence in whole or in part, from full, faithful, and proper performance of the employee's duties of employment) for any purpose whatsoever.
- B. The above is interpreted that: The Association may be held liable for damages in "wildcat" strikes, unless the Association immediately disavows the strike in writing and notifies the strikers to return to work.
- C. In the case of a strike, the Township may apply for an injunction against the Association.
- D. The Association agrees that any such strike is a breach of contract and that removes all impediments from and permits the Township to dismiss or otherwise discipline employees taking part in the breach of contract.

ARTICLE VII – STEWARD

- A. The Association shall appoint a Steward to act on behalf of the Association.
- B. The Steward, with prior notification to and approval of the Chief of Police, may be permitted time off from their regular working hours, without loss of pay, to attend negotiating sessions (with no time limitations) and one (1) regularly scheduled meeting of the Association per month, not to exceed four (4) hours per meeting.
- C. The Steward shall act on any grievance submitted by any employee.
- D. The Chief of Police, in his sole discretion, may grant the Steward additional time off without loss of pay to attend special or emergency meetings of the Association.
- E. An employee attending any meeting covered by this Article on their off-duty time shall do so voluntarily. The employee and the Association understand and agree that any such off-duty time spent shall not be compensated by the Township and shall not be considered “compensable hours” pursuant to the Fair Labor Standards Act.

ARTICLE VIII – BULLETIN BOARDS

- A. The Association shall have the use of the bulletin board located in the Police Department Headquarters for the posting of notices relating to meetings and official business of the Association only.
- B. Only material authorized by the signature of the Association President, Steward, or alternate shall be permitted to be posted on said bulletin board.
- C. The Township may have removed from the bulletin board any material which does not conform to the intent of the provisions of this Article.

ARTICLE IX – DUES CHECK-OFF/AGENCY SHOP

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Chief Financial Officer, during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deductions for each employee, or an official notification on the letterhead of the Association advising of such changed deduction.
- D. The Association will provide the necessary "check off authorization" form, and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.
- E. Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
- F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.
- G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment

Relations Commission.

- H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessment, of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
- I. The sum representing the fair share shall not reflect the costs of financial support of the political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.
- J. Prior to January 1st and July 31st of each year, the Association, if there is a change in the cost of membership, shall provide advanced written notice to the Township and any non-member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the Township or employee requesting same.
- K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.
- L. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

M. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that the employee has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members of the Association, and this Agreement has been executed by the Township after it has satisfied itself that the Association is a proper majority representative.

ARTICLE X – POLICE OFFICER’S RIGHTS

- A. Elected representatives of the Association shall be permitted time off from their regularly scheduled working hours to attend negotiating sessions between the Township and the Association and grievance sessions between the Township and the Association.
- B. An employee shall be made aware of any complaints or charges concerning them, which may result in disciplinary action. An employee must receive a copy of any disciplinary charges against them within the time required by NJSA 40A:14-145. An employee shall not be compelled to make any verbal or written statement until they have consulted an attorney and/or the Association.
- C. An employee shall not be suspended nor suffer any loss in benefits until after the employee has had a departmental hearing and has been found guilty, except in cases of a severe nature when the Chief of Police deems that suspension of a member is an immediate necessity for the safety of the public.
- D. The Steward, on behalf of the employee with written approval of the employee, may review any reports pertaining to the actions taken against said employee. The employee suspended shall be given a hearing and, if found guilty, shall have the right to appeal their suspension through the grievance procedure.

ARTICLE XI – LEGAL REPRESENTATION

- A. The Township will provide, at its expense, an attorney from the approved list to be used pursuant to NJSA 40A:14-155.
- B. Said list shall be approved by the Governing Body and maintained by the Chief of Police and the Township Administrator.
- C. In the event an attorney whose name does not appear on the approved list is requested by an employee, they shall be entitled to utilize said attorney so long as the Township Committee or its designee verifies that the attorney's fee is the same or substantially similar to the fees of the attorneys on the approved list.

ARTICLE XII – LEAVE FOR PBA MEETINGS

- A. All members of the Association Executive Board shall be granted leave from duty, without loss of pay, not to exceed four (4) hours per meeting, not to exceed twelve (12) meetings per year, to attend regularly scheduled meetings of the State and Local Association and Executive Board meetings when such employee gives at least forty-eight (48) hours' notice to the Chief of Police.
- B. An employee attending any meeting covered by this Article on their off-duty time shall do so voluntarily. The employee and the Association understand and agree that any such off-duty time spent shall not be compensated by the Township and shall not be considered "compensable hours" pursuant to the Fair Labor Standards Act.

ARTICLE XIII – PERSONNEL FILES

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Township, and may be used for evaluation purposes by the Chief of Police, Township Administrator, and/or Governing Body only.
- B. Upon advance notice and at reasonable times, any member of the Police Department may at any time review their personnel file. However, this appointment for review must be made through the Chief of Police or their designee.
- C. Whenever a written complaint concerning an employee or their actions is to be placed in their personnel file, a copy shall be made available to them and they shall be given the opportunity to rebut it if they so desire and they shall be permitted to place said rebuttal in their file.
- D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

ARTICLE XIV – HOURS OF WORK AND OVERTIME

- A. The scheduled workweek for all employees covered by this Agreement shall be a forty (40) hour workweek, averaged by the work week schedule to be as close as possible on an annualized basis.
- B. The Township and the Association agree that if the work schedule for the Department is revised, any decrease in the scheduled work hours as enumerated in Paragraph A above shall be “returned” to the Township in the form of in-service training. The Township and the Association further agree that any revision in the work schedule, whether it requires a greater or lesser number of scheduled work days and/or a greater or lesser number of hours per tour of duty, shall not affect the contractually agreed upon number of days off (i.e., vacation days, sick leave days, etc.). A day pursuant to this agreement shall be considered a day off regardless of the number of hours required per shift.
- C. Overtime shall consist of all hours worked in excess of the employee’s regularly scheduled workday or regularly scheduled workweek.
- D. Overtime shall be defined to include all hours spent on emergencies, all court appearances required on behalf of the Township, and any other extra duty activities where the employee’s attendance is required by the Township.
- E. If an employee is recalled to active duty, including court, they shall receive a minimum of two (2) hours of overtime pay, so long as said recall is not contiguous with the employee’s regular work shift. The employee may be utilized for other duties as required in the best interest of the Township.
- F. Overtime shall be compensated as follows:
- Paid at rates based on the following formulas:
1. Employees receiving longevity pay – Base Salary + longevity/2080 hours x 1.5
 2. Employees not entitled to longevity pay: Base Salary/2080 hours x 1.5

- G. The Township and the Association agree that the subject of work schedules is a mandatory subject of negotiations except in cases of emergency or where special qualifications of officers are required. Therefore, the Township and the Association agree that except for emergencies or where special qualifications of officers are required, there shall be no change in the 4-2 work schedule in existence on December 31, 1989 without prior negotiations between the parties.
- H. No employee shall have their regular workweek schedule or regular day off schedule altered for the purpose of avoiding payment of overtime.
- I. Officers assigned as Detectives and to special units as designated by the Chief of Police shall receive four (4) hours' compensatory time for each week they are placed in an "on-call" status, so long as the employee is not called in during that week. If the employee is called in, they shall be entitled to two (2) hours' compensatory time and receive the minimum of two (2) hours' call back time at the overtime rate pursuant to Article XIV, Paragraph E.
- J. On-call status is defined as a period of time during which the officer must physically remain near the Township of Hamilton, must be available for work, and is required to report to work if called. This section does not apply to the periods of time when the employee is on-call while on duty, as described in Article XV, nor does it apply to assignments in which response is optional.

ARTICLE XV – DINNER BREAK

- A. Employees will be permitted one (1) thirty (30) minute dinner break during each tour of duty.
- B. It is further agreed that employees may take one (1) ten (10) minute break during each four (4) hours of duty.
- C. The Association recognizes that all employees are on call for duty during their break time.

ARTICLE XVI – SALARIES

- A. The following annual base salaries shall be paid to all bargaining unit employees commencing on the date of mutual contract acceptance:

Classification	(0%) 1/1/2011- 12/31/2011 Base Salary	(0%) 1/1/2012- 12/31/2012 Base Salary	(0%) 1/1/2013- 2/28/2013 Base Salary	(2%) 3/1/2013- 12/31/2013 Base Salary
Police Officer 1	\$40,000	\$40,000	\$40,000	\$40,800
Police Officer 2	46,675	46,675	46,675	47,609
Police Officer 3	53,350	53,350	53,350	54,417
Police Officer 4	60,025	60,025	60,025	61,226
Police Officer 5	66,700	66,700	66,700	68,034
Police Officer 6	73,375	73,375	73,375	74,843
Police Officer 7	80,052	80,052	80,052	81,653
Sergeant	89,019	89,019	89,019	90,799

NOTE #1 – Officers employed by the Township prior to January 1, 2012 who are at the “Police Officer 5” Step on the wage scale will be placed in this new wage scale at “Police Officer 7”.

NOTE #2 – The Township, at its sole discretion, may place a newly hired “certified” police officer on the above Classification list up to “Police Officer 5” in order to recognize years of service in another police department.

- B. There shall be a “pre-academy” step. Any recruit hired on or after this date will be placed at the “pre-academy” step and will receive seventy-five (75%) percent of a “Police Officer 1” salary until said recruit graduates from the police academy, at which time they shall move to the “Police Officer 1” salary step.
- C. The Township agrees to establish direct deposit of pay to an employee’s bank upon the request of the employee.

ARTICLE XVII – LONGEVITY

A.

1. Each employee hired before January 1, 2012 shall be paid, in addition to, and together with their annual base salary, additional compensation based upon the length of their service and determined according to the following schedule:

<u>Years of Service</u>	<u>Longevity Pay</u>
Beginning Fifth Year	2% of Base Salary
Beginning Tenth Year	4% of Base Salary
Beginning Fifteenth Year	6% of Base Salary
Beginning Twentieth Year	8% of Base Salary
Beginning Twenty-fourth Year	10% of Base Salary

2. Each employee hired on or after January 1, 2012 shall be paid, in addition to, and together with their annual base salary, additional compensation based upon the length of their service and determined according to the following schedule:

<u>Years of Service</u>	<u>Longevity Pay</u>
Beginning Seventh Year	2% of Base Salary
Beginning Tenth Year	4% of Base Salary
Beginning Fifteenth Year	6% of Base Salary
Beginning Twentieth Year	8% of Base Salary
Beginning Twenty-fourth Year	10% of Base Salary

- B. Longevity pay shall be applied on the basis of the employee's anniversary date of employment with such employee's annual base salary being adjusted to include the longevity pay and shall commence at the adjusted rate.

- C. All longevity pay shall be added to and included in an employee's annual salary for overtime calculations and pension purposes.

ARTICLE XVIII – ANNIVERSARY DATE

- A. For the purposes of this agreement, all annual adjustments applicable to this Agreement shall be measured from the anniversary date of the employee's date of employment rather than on a calendar year basis.

ARTICLE XIX – ACTING OFFICER

- A. The Senior Police Officer on duty during a shift in which no Patrol Sergeant is on duty for the entire shift shall be designated as Shift Supervisor. This individual will assume all duties and responsibilities normally assigned by Standard Operating Procedure (SOP), or a special directive to the Sergeant in charge of that shift.
- B. A record of all such Shift Supervisor assignments shall be maintained by the Chief of Police or his designee representative in order to document appropriate compensation.
- C. Police Officers assigned as Shift Supervisors shall be paid in addition to their normal salary rate, a sum equal to one-half (1/2) of the difference between the hourly rate of a Police Officer 5 and a Sergeant, this sum being consistent for all Police Officers assuming said duties.
- D. This compensation will be paid as accrued.
- E. Any employee, designated by the Chief of Police, who shall act for a senior officer, in the absence of such senior officer, and who shall have performed the duties thereof for a continuous period of thirty (30) days, shall thereafter be entitled to compensation appropriate to such office for the time so held.

ARTICLE XX –VACATIONS

- A. All employees shall be entitled to the following paid vacation according to the following vacation schedule:

<u>Years of Service</u>	<u>Vacation Days</u>
Beginning the 2 nd Month through 1 st Year	1 day per month
Beginning the 2 nd through 3 rd Year	10 days per year
Beginning the 4 th through 9 th Year	15 days per year
Beginning the 10 th through 14 th Year	20 days per year
Beginning the 15 th through 19 th Year	22 days per year
Beginning the 20 th Year	25 days per year

- B. It is the intent of this Article to assure personnel covered by this Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be the days they are given off. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation. Members will not be recalled to duty while on vacation except in extreme emergencies declared by the Chief of Police.
- C. Accrued vacation leave shall be compensated for when the employee becomes separated, either voluntarily or involuntarily, from the Township's service unless the employee terminates service without giving ten (10) days' notice to the Chief of Police. For the purpose of this Section, vacation leave will be accrued on a pro-rated monthly basis.
- D. Vacations may be accumulated to a maximum of one (1) year's entitlement, and the total accumulated vacation leave that may be carried from one year to the next shall not exceed one (1) year's entitlement.
- E. In the month of January, it will be the responsibility of the Chief of Police to post a notice listing the unused vacation accumulated from previous years, along with the vacation

days due from the current year.

- F. Employees may apply to the Chief of Police to receive a special advance pay when going on vacation of ten (10) days or more with twenty-one (21) days' prior notification.
- G. Employees will be able to take their vacations any time during the year. Vacations according to each shift, or division, shall be picked on a seniority basis when the request is submitted between January 1 and March 1. Vacation requests made after March 1 shall be granted based upon the order in which they are received, regardless of seniority, and shall not be subject to bumping unless agreed to by the employee being bumped. Employees must give thirty (30) days' notice prior to the start of their requested vacation to the Chief of Police. Final approval of all vacations and vacation schedules shall be at the sole discretion of the Chief of Police. The Chief of Police shall have the flexibility to grant vacations with less than thirty (30) days' notice so long as manpower permits and no overtime situation is created. Seventy-two (72) hours' notice shall be required for a vacation request of one (1) day.
- H. It is agreed that only one (1) employee on each shift will be permitted on vacation at the same time unless otherwise authorized at the Police Chief's sole discretion.
- I. Vacation days shall be accrued on a pro-rated basis. If an employee is absent for more than fifty (50%) percent of their scheduled work days in any given month due to disciplinary suspension or leave of absence with or without pay, said employee shall not accrue any vacation for that month. The term "leave of absence with or without pay" shall not include contractual time off (i.e., vacation leave, sick leave, etc.).

ARTICLE XXI – PERSONAL DAYS

- A. All employees shall enjoy two (2) personal days per year for personal, business, household or family matters described in this Section.
- B. "Business" means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside of the work day.
- C. "Personal, household or family" refers to matters when the employee's absence from duty is necessary for the welfare of the employee or their family.
- D. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least three (3) days in advance. Personal days may be granted without three (3) days' advance notice by the Chief of Police or designee for an unforeseen occurrence which necessitates the presence of the employee and for which the employee had no prior knowledge and is unable to be resolved outside of the workday. Personal leave will not be granted if it interferes with the manpower needs of the Department.
- E. Employees shall receive reimbursement for a maximum of one unused personal day in the first pay in December.
- F. Employees shall be entitled to their birthday as an additional personal day. Employees shall receive reimbursement in the first pay in December if this personal day is unused. This reimbursement shall be in addition to the allowable reimbursement in Section E.

ARTICLE XXII – SICK LEAVE

- A. Sick leave is hereby defined to mean absence from post or duty by an employee by reason of personal illness, accident or exposure to contagious disease.
- B.
 - 1. An employee may utilize up to a maximum of five (5) sick days per year for attendance upon a member of the employee's immediate family, seriously ill and requiring care or attendance of such employee; or to care for a family member who is ill or other person for whom responsibility is required due to incapacity of a family member.
 - 2. The term "immediate family" is hereby defined to include the following: spouse, child, grandparent, parent, brother, sister, or spouse's parent, or any relative living in the employee's household.
- C. An employee who is absent for reasons that entitle them to sick leave shall notify their supervisor promptly, but not later than two (2) hours before the employee's usual reporting time.
- D. Sick leave shall accrue for regular full-time employees at the rate of one and one quarter (1 ¼) working days per month in every calendar year of employment, and shall accumulate from year to year.
- E.
 - 1. A certificate of a treating health care provider who is eligible under the Township's insurance carrier in attendance shall be required as proof of need of the employee's leave after two (2) consecutive days sick leave or after five (5) days unexcused sick leave in any one (1) year, unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months, provided, however, the certificate must specify that the chronic nature of the illness is likely to cause a subsequent absence from employment.
 - 2. It is understood that any absence that is verified by a treating health care provider's certificate who is eligible under the Township's insurance carrier is considered an

excused absence and is not counted as an unexcused absence for purpose of requiring additional written verification after five (5) days' sick leave in any one (1) year.

3. Employees utilizing sick leave for attendance upon a member of the employee's immediate family may be required to provide verification from a treating health care provider who is eligible under the Township's insurance carrier of both the nature of the illness and the reason why the employee's care or attendance is required for the family member.

- F. An employee's supervisor may, at any time, require additional proof of illness of an employee on sick leave, whenever such a requirement appears reasonable to the supervisor and approved by the Chief of Police. If an employee's supervisor requires proof of illness pursuant to this Section, the employee shall be examined by the Township's physician/health care provider or any other physician/health care provider who is eligible under the Township's insurance carrier designated by the Township at the Township's expense. If the employee chooses to be examined by any other treating physician/health care provider who is eligible under the Township's insurance carrier, the examination shall be at the employee's expense.
- G. In cases of leaves of absence ordered by the Township's physician/health care provider who is eligible under the Township's insurance carrier and/or the County Board of Health due to exposure to contagious disease, a certificate from the Township's physician/health care provider who is eligible under the Township's insurance carrier and/or the County Board of Health shall be required before the employee may return to work, and time lost will not apply to sick leave time or any loss of pay.
- H. In the month of January, it will be the responsibility of the Chief of Police to post a statement listing the amount of sick days unused during the year and the total accumulated days unused during an employee's total years of service for each

employee.

- I. When an employee reports for work and is forced, because of illness, to leave work after working at least two (2) hours, the maximum deduction from the employee's sick leave will be one-half (1/2) day.
- J. If an employee is absent from work for more than fifty (50%) percent of their scheduled work days in any given month due to disciplinary suspension or leave of absence with or without pay, said employee shall not accrue sick time for that month. The term "leave of absence" shall not apply to any other contractual time off (i.e., sick leave, injury leave, vacation leave, etc.).
- K. 1. An employee, or their beneficiary, shall be reimbursed for accrued and unused sick leave at a rate of one (1) day's pay for every two (2) days accrued, computed upon the employee's base rate of pay at the time of retirement, up to a maximum of fifteen thousand (\$15,000) dollars.

2. In order for the employee to be eligible for the benefits enumerated above, the employee must have completed fifteen (15) years of employment with the Township and be eligible for full retirement under the New Jersey Police and Firemen's Retirement System. An employee retiring under the New Jersey Police and Firemen's Retirement System due to disability incurred in the line of duty or death in the line of duty shall be eligible for the benefits enumerated above without any minimum years of service with the Township. Payment shall be made within one (1) year from the date of notice.

3. An employee terminating their employment, or whose employment is terminated for any reason other than as expressed in Section K.2. above shall not be reimbursed for any unused accrued sick leave.
- L. The Chief of Police may require an employee to provide a note from a health care provider who is eligible under the Township's insurance carrier, indicating that the

employee is fit to return to duty.

- M. If an employee utilizes no more than five (5) sick days in any calendar year, that employee shall be eligible to sell back up to six (6) sick days at the end of the calendar year as long as the employee will retain thirty (30) or more sick days after the sell-back. Such payment shall be made no later than the second paycheck in January immediately following the year in which the sick days were sold back.

ARTICLE XXIII – INJURY LEAVE

- A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform their duties, then, in addition to any sick leave benefits otherwise provided for herein, they may be entitled to full pay for a period of up to one (1) year.
2. If an employee returns to work from injury leave for less than one (1) year, they may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.
3. When an employee returns from injury leave, they shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or new injury.
- B. 1. When an employee requests injury leave, they shall be placed on “conditional injury leave” until a determination of whether or not an injury or illness is work-related and the employee is entitled to injury leave is initially made by the Township’s Workmen’s Compensation carrier, with the final determination, if necessary, to be made by the Workmen’s Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work-related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against their accumulated sick time and, if necessary, against any accumulated leave time. If the employee does not have enough accumulated time off, they shall be advanced sick time to cover the absence. If the employee leaves the employ of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.
2. When an employee is granted “conditional injury leave” or “injury leave”, the

Township's sole obligation shall be to pay the employee the difference between their regular pay and any compensation, disability or other payment received from other sources provided by the Township. At the Township's option, the employee shall either surrender and deliver any compensation, disability or other payments to the Township and receive their entire salary payment, or the Township shall pay the difference.

- C. 1. Any employee who is injured, whether slight or severe when working, must make an immediate report as soon as possible to the Chief of Police or immediate supervisor.
- 2. Any employee, while engaged in their official duties, who becomes injured, comes in contact with any substance, animal or insect known to be harmful, contagious or contaminating or comes into physical contact with any person who is known to carry a contagious or infectious disease or where the employee comes into contact with body fluids of any person or animal, shall immediately report the incident to their immediate supervisor.
- D. It is understood that the employee must file an injury report, when physically able, with the Chief of Police or Officer-In-Charge so that the Township may file the appropriate Workers' Compensation Claim. Failure to report said injury may result in the failure of the employee to receive compensation under this Article.
- E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that they are unable to work, and the Township may reasonably require the employee to present such certificate from time to time.
- F. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.
- G. In the event the Township-appointed physician certifies the employee fit to return to duty,

injury leave benefits granted under this Article shall be terminated, unless the employee disputes the termination of the Township-appointed physician. Then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

ARTICLE XXIV – TEMPORARY LIGHT DUTY

- A. This provision is to provide for the temporary assignment of employees within the Police Department when, due to injury or illness, said employee cannot perform their normal duties.
- B. Upon the request of the employee through the Chief of Police, or at the discretion of the Chief of Police, the Township physician shall examine said employee and render a written opinion as to the officer's ability to perform limited light duty activities. This opinion shall consider the likelihood of exaggeration of the existing condition during performance of said duties, as well as the officer's ability to perform.
- C. The Township physician's opinion shall be final in all matters related to the duties to be performed while assigned to light duty.
- D. No officer carried under light duty will be permitted to engage in any outside employment during the period of light duty assignment.
- E. In the event a female employee becomes pregnant, she shall be permitted to perform light duty upon written documentation from her physician and with the approval of the Chief of Police. Said light duty shall be performed until her physician requires that she stop work.

ARTICLE XXV – DISABILITY INSURANCE

- A. The Township agrees to enter into a program to provide Temporary Disability Insurance under the Disability Insurance Service of the New Jersey Department of Labor.
- B. This program shall provide, in accordance with State guidelines, a maximum of twenty-six (26) weeks of coverage. All costs of this program shall be allocated in accordance with State guidelines for program administration.

ARTICLE XXVI – FUNERAL LEAVE

- A. In the event of the death of the employee's mother, father, spouse or child, the employee shall be allowed to utilize five (5) days as funeral leave, which must be taken within fifteen (15) days of the death and need not be consecutive in nature.
- B. In the event of the death in the remainder of the employee's immediate family, the employee shall be allowed to utilize three (3) days as funeral leave, which must be taken within fifteen (15) days of the death and need not be consecutive in nature.
- C. The term "immediate family" shall be defined as the employee's parents-in-law, step-child, brother, sister, daughter-in-law, son-in-law, grandparents, grandparents-in-law.
- D. The Chief of Police and/or the Township Administrator or designee may, in its sole discretion, grant the employee one (1) sick leave day for the death of any other member of the employee's family. The granting of the additional sick day shall not be discriminatorily applied.
- E. The Chief of Police and/or the Township Administrator or designee shall have the ability to grant funeral leave outside of the contractual time frame specified in Sections A and B above, and to grant other contractual accumulated time off for funeral leave. Such granting of time off shall not be unreasonably denied.

ARTICLE XXVII – LIMITATIONS ON LEAVE

- A. No leave of absence or combinations of leaves of absence for any cause whatsoever, except Military Leave or Injury Leave for an injury which occurred while in the performance of the employee's duties as a police officer, shall exceed one (1) year.
- B. In the case of continuous absence for more than one (1) year, such employee so absent shall automatically be separated from the Department on the first anniversary date from the date such absence began.
- C. The employee must be notified by certified mail at least twenty (20) days prior to termination, and is entitled to all separation compensation due then.
- D. The Township Administrator, in consultation with the Chief of Police, is authorized to approve such a leave of absence.

ARTICLE XXVIII – CLOTHING ALLOWANCE

- A. 1. Every employee, uniformed and non-uniformed (Detectives), shall be entitled to an annual cleaning and maintenance allowance in the amount of One Thousand One Hundred (\$1,100.00) Dollars per year, which shall include replacements other than that which is specifically the responsibility of the Township as specified in Sections D and F below.
2. All officers assigned as Detectives shall be entitled to an additional clothing maintenance allowance of Two Hundred (\$200.00) Dollars per year.
- B. Said allowance is to be paid in a lump sum in the first pay of December each year.
- C. 1. All uniforms and clothing damaged in the line of duty will be replaced or repaired by the Township.
2. Duty-related personal items such as watches or eyeglasses/contact lenses, or other items for which the employee has obtained prior written approval for use, which shall be damaged in the line of duty shall be repaired or replaced at the Township's expense with the following limitations: watches - \$100.00; eyeglasses/contact lenses - \$150.00. Other items will be considered on a value basis. Jewelry will not be considered duty-related items. Personal equipment carried or used for which no written permission has been received will not be repaired or replaced. The fact that an employee has or uses this equipment shall not constitute approval.
- D. 1. The Township agrees to provide each employee with an initial issue of uniforms complete with required uniform patches and insignia, leather and web gear, body armor, and necessary equipment listed in Section E. The uniform issue includes a summer uniform, including short-sleeved shirts, without a tie, which will be worn during the summer months or at any other time deemed appropriate at the discretion of the Chief of

Police. Each employee is responsible to maintain in serviceable condition the number and type of uniforms listed in section E.

2. The Township agrees to provide replacement body armor to each employee according to a normal and proper schedule of replacement.

3. The Township agrees to provide replacement equipment to each employee as needed due to normal wear and normal equipment failure. That equipment is defined as weaponry, hardware, and tools issued and required by the Department not included in the list of uniforms and leather/web belt gear, and listed in Section E of this Article.

4. The Township agrees to provide required uniform patches and insignia at the Township's expense for replacement uniforms.

5. The Township agrees to assume uniform and equipment costs arising from a change of rank or specialized assignment or from a change by management in the style of uniform or type of equipment.

6. The Township agrees to replace or repair uniforms, leather and web gear, body armor, and equipment damaged in the line of duty, where that damage was not caused by gross negligence or carelessness on the part of the employee. The employee will immediately report damage to uniforms, leather and web gear, body armor, and equipment to his/her supervisor, who will determine the cause and recommend to the Chief of Police its replacement, if proper. Damage to uniforms, leather and web gear, body armor, and equipment caused by employee gross negligence or carelessness will be the responsibility of the employee to replace. Failure to replace article damaged through gross negligence or carelessness will be cause for disciplinary action.

E. The following list constitutes the required initial issue by the Township of uniforms,

leather and web gear, body armor and equipment required to be maintained by each Police Officer. All styles, types and models must be approved by the Chief of Police.

Uniforms:

- a) 5 in total pairs of pants *including at least one Class A and one Class B*
- b) 5 in total short-sleeved shirts *including at least one Class A and one Class B*
- c) 5 in total long-sleeved shirts *including at least one Class A and one Class B*
- d) 1 Class A uniform hat & rain cover
- e) 1 Class B uniform hat and hat-badge
- f) 2 Class A uniform ties
- g) 2 pairs of shoes
- h) 1 winter coat or jacket
- i) 1 lightweight spring jacket
- j) 1 raincoat
- k) 1 traffic safety vest
- l) 1 pair of winter gloves (military type)
- m) 1 whistle and lanyard
- n) 1 shirt badge
- o) 1 ID wallet, containing off-duty badge and ID card
- p) 1 nameplate

Leather/Web Belt Gear:

- a) 1 gun belt with buckle
- b) 1 duty holster
- c) 1 off-duty holster
- d) 1 impact weapon holder
- e) 1 OC spray holder
- f) 1 handcuff case
- g) 1 magazine pouch

Body Armor:

- a) 1 set soft body armor

Equipment:

- a) 1 service weapon
- b) 3 ammunition magazines and ammunition
- c) 1 impact weapon
- d) 1 canister of OC spray
- e) 1 pair of handcuffs
- f) 1 summons book holder
- g) 1 flashlight

F. The Township agrees to provide uniformed employees with a summer uniform, which shall include short-sleeved shirts, without a tie, and allow the same to be worn during the summer months, or at any other time deemed appropriate at the discretion of the Chief of Police or designee.

ARTICLE XXIX – EQUIPMENT

- A. The following equipment will be properly maintained by the Township on all marked police vehicles with light bars:
1. Police vehicles required to be used on duty will be in good (safe) working condition.
 2. The Township will make an effort to install protective screens in marked patrol vehicles.
 3. Shotguns will be maintained in locked mounts in the front of patrol vehicles.
 4. All vehicles will have air conditioning units.
 5. All police vehicles will have AM radios. The Township agrees to phase in AM-FM radios on all new patrol vehicles.
 6. All patrol vehicles will be suitable for law enforcement operations.
 7. Those vehicles determined by the Public Works Director to be unsafe for patrol will be immediately removed from service. An effort will be made to repair and put said vehicle back in service whenever possible. Vehicles determined by the Public Works Director to be unsafe and irreparable will be permanently removed from service.
- B. The senior-ranking officer on each shift, while on duty, will have access to the police locker where emergency equipment is kept so that the public welfare and safety of employees can be maintained in emergencies.
- C. The Township will maintain an adequate number of portable radios for patrol use during the standard work shifts.
- D. The Township shall provide the means by which police vehicles are to be kept clean. An employee shall not be personally responsible for cleaning the vehicle unless they are the only employee assigned to the vehicle. However, the employee may be required to take the vehicle to the car wash at Township expense.

ARTICLE XXX – FIREARMS

- A. Employees will be governed by directives from the Atlantic County Prosecutor's office concerning use and qualification with any firearm used in connection with their employment.
- B. The Township agrees to provide the employee with at least thirty (30) days' notice that qualifications will be held.
- C. Any employee not qualifying may not be removed from active duty nor restricted in any way from their normal assignment during this time.
- D. A second qualification opportunity must be established within forth-five (45) days of failure to qualify.
- E. If an employee fails to qualify during the second qualification opportunity, the Chief of Police may take the appropriate action.
- F.
 - 1. An employee shall be permitted to qualify with and carry an off-duty weapon. The costs for the off-duty weapon, ammunition and targets to qualify with the off-duty weapon will be borne by the employee. The employee shall be required to qualify with the off-duty weapon on their own time, with all costs of the qualification to be borne by the employee.
 - 2. Prior to qualifying with and carrying an off-duty weapon, the employee must receive approval from the Chief of Police to qualify with and carry said off-duty weapon.

ARTICLE XXXI – HOSPITALIZATION INSURANCE

- A. The Township shall continue to provide health insurance benefits under the New Jersey State Health Benefits Program (SHBP), subject to all provisions outlined in this Article; including but not limited to the employee contributions outlined in Section B of this Article.
- B. Employees shall be required to continue contributing to the costs of the Health Insurance Plan, as is mandated by law, including P.L. 2011, Chapter 78 and which shall replace and not be in addition to any other contribution. Such payments shall be withheld in equal installments throughout the year from an employee's paychecks. The Township shall maintain its Section 125 Plan so the contributions may be "pre-tax".
- C. The Township agrees to provide Major Medical insurance for all employees covered by this agreement at the Township's expense.
- D. The Township shall provide employees with the eye/dental/prescription coverage now under municipal contract. In no event will the above coverage be changed unless the Association is given prior notification of said change, and unless equivalent or improved plans are obtained by the Township.
- E. The Township agrees to provide Hepatitis "B" shots for all employees at no cost to the employee.
- F. The Township shall have the right to change insurance carriers, including self-insurance, so long as the Association is given prior notice of the change, and so long as similar or substantially equivalent benefits are provided. The Association agrees that, should the Township consider changing insurance plans and/or carriers, the Township shall notify the Association of the possible change and the Association agrees to meet with the Township to discuss such possible changes.

ARTICLE XXXII – COLLEGE INCENTIVE PROGRAM

A. The Township and the Association agree that the amount and quality of an employee's education often enhances the value of the employee's contribution and the degree of proficiency with which the employee performs their duties. In order to provide an incentive to encourage the employee to achieve the advantages of higher education, the Township agrees that any employee who receives a degree from an accredited school of higher learning, and who is matriculated in a law enforcement program or other job-related field, approved by the Chief of Police, be compensated according to the following schedule:

Associates Degree: \$ 775.00

Bachelor's Degree: \$ 1,375.00

Master's Degree: \$ 1,675.00

B. Compensation, as enumerated in Section A of this Article, shall be paid in a lump sum in the first pay in December and the employee's base salary shall be adjusted to include same for computation of their hourly rate.

C. The Township shall offset the costs to employees seeking college degrees in law enforcement from an accredited school of higher learning, and who is matriculated in a law enforcement program or other job-related field, approved by the Chief of Police, in accordance with the following schedule:

1. Students achieving a letter grade of "A" shall be reimbursed seventy-five (75%) percent of the tuition, books and fees.
2. Students achieving a letter grade of "B" shall be reimbursed sixty-five (65%) percent of the tuition, books and fees.
3. Students achieving a letter grade of "C" shall be reimbursed fifty (50%) percent of the tuition, books and fees.
4. Students achieving a letter grade of "D" or below shall not be reimbursed.

5. Employees shall be limited to a \$3,500.00 "cap" per year per employee.
- D. Employees undertaking courses for which they expect to receive reimbursement from the Township must indicate, in writing, the number of courses to be taken. This must be submitted to the Chief of Police prior to course attendance. No prior approval is required for employees to attend college courses. The submission required under this action is to permit the adequate budgeting of funds to cover reimbursements under this program.

ARTICLE XXXIII – SENIORITY

- A. Seniority is defined as an employee's total length of service with the Township, beginning with the employee's original date of appointment as a full-time employee.
- B. Employees hired prior to the effective date of this agreement shall have in effect the same seniority right as employees hired after this Agreement becomes effective.
- C. All employees below the rank of Sergeant who hold seniority according to their last date of full-time hire will have the responsibility of making routing and tactical decisions whenever a ranking officer is not present or available to make decisions.
- D. All employees who hold the rank of Sergeant or above will hold seniority according to their date of appointment to their rank. Employees who have held their respective ranks for the longest period will be senior to all employees of the same rank.
- E. In the event of a Reduction in Force/lay-off, the Township shall implement and abide by the following procedures:
 - 1. Officers shall be laid off in reverse order of their appointment.
 - 2. The Township shall create and maintain a Special Employment List composed of the names of the officers who have been laid off. Officers shall remain on said list for a period of up to two (2) years from the date of their lay-off. An officer's name shall be removed from the Special Employment List at the earlier of the following events:
 - a. Officer is hired by the Township of Hamilton; or
 - b. Officer rejects written offer of employment from the Township of Hamilton as outlined in this article; or
 - c. Expiration of two years of being on the Special Employment List.
 - 3. The determination to hire officers is and remains the sole discretion of the Township Committee. The following are the steps in the event the Township Committee decided to hire a police officer during the time frame when there are

still officers remaining on the Special Employment List:

- a. Hirings from the Special Employment List shall be accomplished in reverse order of their lay-off.
- b. In order to be considered for hiring, officers on the Special Employment List must be qualified to be a Hamilton Township Police Officer at the time of hiring.
- c. All offers of employment by the Township from the Special Employment List shall be in writing. The officer will be allowed fifteen (15) calendar days from the date of the written offer to respond in writing of his/her acceptance of the offer. If said acceptance is not received within the fifteen (15) calendar days, the officer's name shall be immediately removed from the Special Employment List.
- d. Wages for officers hired from the Special Employment List shall be determined by the collective bargaining agreement in effect at the time of the hiring.
- e. Accepting employment in another position while on the Special Employment List will not in itself remove an officer from the Special Employment List.
- f. Officers hired from the Special Employment List shall return to the same step on the Salary Guide as they were at the time of their lay-off. The gap in employment shall not be included in calculating seniority and/or benefits.

ARTICLE XXXIV –EVALUATIONS

- A. Any employee receiving an unsatisfactory evaluation may appeal said evaluation through the grievance procedure provided by this Agreement.

ARTICLE XXXV – EMPLOYEE TRAINING

- A. All employees will be permitted to attend training schools on a seniority basis and based on the needs of the Police Department.
- B. Notices of all State Police, FBI or any other school training course or seminar will be posted as they are received.
- C. A Training Committee shall be formed within the Police Department to evaluate training courses and seminars, and to recommend attendance. This committee shall be comprised of the Township Administrator, the Chief of Police or his representative, one police Sergeant and one senior Police Officer. The committee shall meet as required to insure that appropriate consideration is given to all training requests.
- D. No provision of this Article shall limit the discretion of the Chief of Police to send any one employee to more than one approved school or seminar, if such attendance is required as a prerequisite to complete a specific course of training.
- E. The Chief of Police shall have the discretionary power to deny an employee attendance at a school or seminar due to budgetary constraints or the staffing requirements of the Police Department.
- F. It shall not be considered a change in the work schedule as defined in Article XIV for an employee to be assigned to a school or course for a period in excess of four (4) consecutive days or when it is necessary to alter the employee's day or days off to accommodate such school or course.

ARTICLE XXXVI – COMPENSATORY TIME

- A. Employees shall be allowed to earn compensatory time at a rate of one and one-half (1 ½) per hour of overtime worked.
- B. Employees shall not be permitted to accrue in excess of one hundred (100) hours of compensatory time at any given time.
- C. The Township reserves the right to require that compensatory time be taken in lieu of overtime payment during the months of November and December, should funds allocated for overtime payment be exhausted prior to the end of the fiscal year. Every effort shall be made to insure that adequate funds are available to provide an option to all employees.
- D. The Township will notify the Association by Certified Mail two (2) weeks prior to the projected need to implement the provisions of Section C above.
- E. Compensatory time earned can be taken at any time by the employee, provided that the Chief of Police or his designee is notified at least seventy-two (72) hours in advance, and said approval shall not affect the manpower needs of the Department or create the need for overtime payments.
- F. At least six (6) months prior to an employee's retirement, and two (2) weeks prior to voluntary termination, the employee must schedule to take all of their accumulated compensatory time prior to said retirement or voluntary termination. If the employee fails to schedule their compensatory time, the Township, at its sole discretion, can schedule the compensatory time to be taken or choose to pay the employee for their accumulated compensatory time upon retirement or termination. If the employee fails to give the Township the required notice, the employee shall forfeit any accumulated compensatory time not taken at the time of retirement or voluntary termination.
- G. Compensatory time shall not be given for schools or courses which cause the employee to "work" a schedule other than outlined in Article XIV unless said course

is required by the Township, County or State.

ARTICLE XXXVII –PROMOTIONS

- A. The Township recognizes the benefit of adopting and implementing professional criteria for the promotion of officers within the Department. Based upon this recognition, the Township shall utilize a standardized test as designated by the South Jersey Police Chiefs' Association or like organization.

ARTICLE XXXVIII –EXCHANGE OF TOURS

- A. An employee, upon prior notice to and authorization of the Chief of Police or designee, may exchange tours of duty or days off with another employee of equal rank.
- B. Such request or exchange of tours of duty or days off must be submitted in writing and signed by both employees at least four (4) calendar days in advance, except in the case of emergency wherein the notice period may be reduced by the Chief of Police or designee.
- C. Under no circumstances shall an employee be permitted to exchange tours of duty or days off if such exchange would entitle either employee to receive overtime or any other additional pay or benefit.
- D. No such substitution of employee scheduled to work shall be permitted if it is not in the best interests of the Department, which could be caused by, among other things but not limited to, an emergency situation existing in the Township or the inability of the employee to perform their duties properly because of working too many hours of duty or days due to excessive changes or other circumstances.
- E. It is understood and agreed that all exchanges of tours shall be done voluntarily by the employees involved; shall be for the employee's personal benefit and not the Township's; and that the exchange of tour must be paid back within twelve (12) months. A record of all tour exchanges shall be maintained by the Chief of Police or designee. The Township and the Association understand and agree that all time worked pursuant to an exchange of tour shall not constitute "compensable hours" for the purposes of overtime pursuant to the Fair Labor Standards Act.

ARTICLE XXXIX –OUTSIDE EMPLOYMENT

- A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.
- B. It is understood that the full-time employees will consider their position with the Township as their primary job. Any outside employment must not interfere with the employee's efficiency in their position with the Township and must not constitute a conflict of interest.
- C. No employee planning to or engaging in outside employment during the off-duty hours shall be permitted to wear the regulation Township uniform, unless authorized by the Chief of Police.
- D. Employees shall notify the Chief of Police in writing prior to engaging in any outside employment. Said notification shall include the name, address and telephone number of the outside employer; type of work to be performed; and the employee's general work schedule for the outside employer.

ARTICLE XL – ENLISTMENT AGREEMENT

- A. All employees hired after January 1, 1986 will receive Police Academy training at the Township's expense, and shall reimburse the Township for the costs of training and such additional expenses incurred by the Township in connection with said employment and Academy training, provided said employee terminates their employment with the Township within twenty-four (24) months from the date of completion of the Police Academy training and becomes employed elsewhere in police-related work.
- B. In lieu of itemizing expenses, the Township and the Association agree that the maximum reimbursement required of any employee terminating employment with the Township shall be five thousand (\$5,000.00) dollars. Reimbursement shall be calculated on a pro-rated, per diem basis. The maximum reimbursement shall be reduced by the per diem rate for every day the employee retains their employment with the Township, up to the twenty-four (24) month period which commences with the employee's completion of the Police Academy training.
- C. There shall be no reimbursement required in the event the employee is terminated or separated from employment with the Township for any of the following reasons:
1. Involuntary separation for reasons beyond the employee's control, such reasons not being due to misconduct or personal delinquency during the twenty-four (24) month period.
 2. Election to resign rather than to submit to a separation proceeding, provided that the reason for the pending separation is not misconduct or personal delinquency.
 3. Receipt of orders to report for military service, other than training duty, upon submission of proof to the Township.
 4. Disability impairing full performance as a police officer. The employee must submit to the Township acceptable medical evidence verifying said disability. If the Township disputes the medical evidence, then the employee shall be sent to a physician

mutually agreed upon by the Association and the Township. The cost of the physician shall be equally borne by the parties. The decision of this physician shall be final and binding.

5. Any other reason deemed acceptable to the Township in its discretion.
- D. In the event the employee is separated for personal delinquency or misconduct, they shall be required to reimburse the Township for the Basic training and additional expense incurred by the Township as enumerated in Sections A & B above.
 - E. Any monies received by the Township pursuant to NJSA 40A:14-178 as reimbursement from another Township shall be used to offset any monies due and owing to the Township by the employee pursuant to Section B of this Article.

ARTICLE XLI – CONTRACT EMPLOYMENT

- A. The Township and the Association recognize the need for police coverage of certain events, such as concerts, construction sites, retail establishments, etc.
- B. The Township shall attempt, if possible, to schedule officers for such events at least one (1) week prior to the need for police coverage.

ARTICLE XLII –JURY DUTY LEAVE

- A. A regular full-time employee who loses time from their job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between their daily base rate of pay and the daily jury fee, subject to the following conditions:
1. The employee must notify the Chief of Police or designee immediately upon receipt of a summons for jury service;
 2. The employee has not voluntarily sought jury service;
 3. The employee is not attending jury duty during vacation and/or other time off from Township employment; and
 4. The employee submits adequate proof of the time served on the duty and the amount received for such service.
- B. If on any given day the employee is attending jury duty and they are released by the Court prior to the end of their shift, that employee shall be required to return to work immediately upon release in order to receive pay for that day.
- C. If an employee is scheduled to work a shift contiguous with their jury duty, they shall be reassigned to the day shift for the duration of their jury duty.

ARTICLE XLIII – CONTINUATION OF BENEFITS
NOT COVERED BY THIS AGREEMENT

- A. All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the Township Charter, ordinances, Rules and Regulations of the Police Department of the Township. Any present or past benefits which are enjoyed by the employees that have not been included in this agreement shall be continued.

ARTICLE XLIV – SAVINGS CLAUSE

- A. In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable State of Civil Service law or regulation, such determination shall not impair the validity and enforceability of the remaining other provisions of this Agreement.
- B. In the event that any provision of this Agreement conflicts with any Township Ordinance, the terms of the provisions of this Agreement shall supersede the Ordinance to the extent to such conflict or inconsistency.

ARTICLE XLV – FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.

ARTICLE XLVI – DURATION OF AGREEMENT

- A. This Agreement shall be effective as of January 1, 2011 and shall continue in effect until midnight, December 31, 2013.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing. All approved practices and procedures currently in effect, not in conflict with this Agreement, shall continue in full force throughout the duration of this Agreement.
- C. The parties agree that negotiations for a successor agreement and modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than one hundred twenty (120) days prior to the date on which this collective bargaining agreement is to expire. At least three (3) negotiating sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed their signatures on the 19th of December, 2011.

ATTEST:

TOWNSHIP OF HAMILTON

JOAN I ANDERSON, RMC,
TOWNSHIP CLERK

AMY L. GATTO, MAYOR

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL NO. 77

RAYMOND THERIAULT
PBA PRESIDENT

RUSSELL BONGIOVANNI
PBA SHOP STEWARD

PBA Contract Committee Members:

Robert Bernhardt

Gregg Blose

Don Bucci

Bill McElrea

Mike Robison

Mike Schnurr

Gary Thoresen